BEARPAW LAKE FAS FENCE REPAIR 2013

Near Havre, MT FWP # 7113721



Prepared by: Kevin McDonnell July 2013





Quick Reference for the General Conditions of the Contract for Construction

Note: This list of items is not an exhaustive or all-inclusive list of the contractor's responsibilities for the project but is provided solely for convenience and the contractor's reference. This page is not binding as part of the Contract Documents, listed in Article 1.1.1.

ITEM	REFERENCE	GENERAL CONDITIONS
Prevailing Wage	Article 3.4.4	The Commissioner of The Montana Department of Labor and Industry (DOLI) has established the standard prevailing rate of wages in accordance with 18-2-401 and 18-2-402, MCA.
Warranty	Article 3.5.2	The warranty period shall be defined as commencing with Substantial Completion (or with each Substantial Completion if there is more than one) of the Project, or any portion thereof, and continuing for one (1) calendar year from the date of Final Acceptance of the entire project.
Warranty (Roofing Systems)	Article 3.5.3	The warranty period shall be defined as commencing with Substantial Completion (or with each Substantial Completion if there is more than one) of the Project, or any portion thereof, and continuing for two (2) calendar years from the date of Final Acceptance of the entire project.
Schedule	Article 3.10	The Contractor's schedule shall be in the "Critical Path Method" and shall be in a form that is acceptable to the Owner and meet all the conditions of 3.10.
Time Limit on Claims	Article 4.3.1.1	Claims by either party must be initiated within 21 calendar days after occurrence of the event giving rise to such claim.
Weather Delays	Article 4.3.5.2	If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the current critical-path scheduled construction activities.
Waiver of Consequential Damages	Article 4.3.6	The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract.
Mediation & Arbitration	Article 4.5 & 4.6	The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise. Claims not resolved by mediation shall be decided by arbitration.
Changes	Article 7.1	Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive, or order for a minor change in the Work subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.
Change Order Allowable Costs	Article 7.2.2	As described with a 5% allowance for overhead and a 10% allowance for profit.
Time	Article 8.1.1	Time is of the essence in performance, coordination, and completion of the Work contemplated herein.
Damages	Article 8.1.6	The Contractor and his surety shall be liable for and shall pay to the Owner the sums stipulated as liquidated damages for each calendar day of delay until the work is substantially complete.
Contract Duration/Milestones/Phases	Article 8.1.8	All work shall reach Substantial Completion by the dates listed or within the consecutive calendar days indication after the start date on the written Notice To Proceed.
Applications for Payment	Article 9.3.2	The Owner has thirty-five (35) calendar days after receipt for approval of the Contractor's Pay Request without being subject to the accrual of interest.
Retainage	Article 9.3.7	Until the work is complete, the Owner will pay 95% of the amount due the Contractor on account of progress payments. If the Work and its progress are not in accordance with all or any part, piece, or portion of the Contract Documents, the Owner may, at its sole discretion and without claim by the Contractor, increase the amount held as retainage to whatever level deemed necessary to effectuate performance and progress of the Work.
Safety & Protection	Article 10	The Contractor shall be solely responsible for initiating, maintaining and supervising all safety, safety precautions, and safety programs in connection with the performance of the Contract.
Indemnification and Insurance Requirements	Article 11	The Contractor shall indemnify the Owner against the Contractor's negligence. The Contractor shall least carry Workers' Comp, General Liability, Automobile/Equipment, and Property (all-risk) Insurance Coverages as identified.
Performance & Payment Bonds	Article 11.7	The Contract may require a Performance Bond in the amount of 100% of the contract price as security for the faithful performance of his contract. The Contractor may also require a Labor and Material Payment Bond in the amount of 100% of the contract price as security for the payment of all persons performing labor and furnishing materials in connection therewith.
Payroll & Basic Records	Article 13.8	Payrolls and basic records pertaining to the project shall be kept on a generally recognized accounting basis and shall be available to the Owner, Legislative Auditor, the Legislative Fiscal Analyst or his authorized representative at mutually convenient times. Accounting records shall be kept by the Contractor for a period of three years after the date of the Owner's Final Acceptance of the Project

H:\PROJECTS 2013\7113721 Bear Paw Reservoir FAS Road and Parking Improvements\Under 25K\Construction Documents\Quick Refernce Guide (2).doc

Last Form Revision (2-07-2011)

Table of Contents

Notice To Bidders	4
Invitation To Bid	5
Bid Proposal	6
Sample Standard Form of Contract Between Owner and Contractor For Construction Work Under \$25,000, Form 110	9
Sample Insurance Request Letter	12
Specifications	13
Drawings	31



NOTICE TO BIDDERS

Montana Fish, Wildlife & Parks, Design & Construction Section receives its mail through the Central Mail Service of the Department of Administration. Therefore, USPS priority mail or other next day services may not reach the offices of Design & Construction if sent the day before. As we have no control over the Central Mail service, contractor's are advised that next day mailing of any type through the Post Office may not reach the D&C offices in time for bid openings and will be returned un-opened to the late bidder.

In addition, other delivery services such as FedEx or UPS may not reach the Design & Construction by the time of bid opening <u>unless</u> morning delivery is specified. The only address for delivery services is:

1522 9TH Avenue Helena, MT 59601

Contractors should send proposals early enough to guarantee that they are delivered to the D&C offices at 1522 9TH Avenue in Helena, not just received by the Central Mail Service, by bid opening time. We suggest early mailing, and if you find it necessary to alter your bid, a fax modification is allowed. Please refer to the Invitation to Bidders section of these specifications for more information.

Thank you for your cooperation in this matter.



INVITATION TO BID

Sealed bids will be received up to and including <u>3:00 PM</u> on <u>September 4, 2013</u>, and will be publicly opened and read aloud in the offices of the Design and Construction Section, 1522 9TH Avenue, P.O. Box 200701, Helena, MT 59620-0701, for: <u>Bearpaw Lake FAS Fence Project, FWP 7113721 near Havre, MT.</u>

Bids shall be submitted on the form provided within the Contract Documents. Contract documents may be secured from the Montana Fish Wildlife & Parks Web Site, Design & Construction Upcoming Bid Openings at:

http://fwp.mt.gov/doingBusiness/designAndConstruction/upcomingBidOpenings.html

For more information contact the following:

Montana Fish, Wildlife & Parks Design & Construction Section 1522 9TH Avenue P O Box 200701 Helena, MT 59620-0701

PH: 406-841-4000 FX: 406-841-4004

A refundable deposit of **-0-** is required for each plan set.

A PRE-BID WALK-THROUGH IS SCHEDULED FOR <u>AUGUST 28, 2013 AT 3:00 PM.</u> PARTICIPANTS SHOULD MEET AT THE <u>BEARPAW LAKE FAS</u>. ATTENDANCE IS STRONGLY RECOMMENDED.

All bids over \$25,000.00 must be accompanied by a bid security meeting the requirements of the State of Montana in the amount of 10% of the total bid. After award, the successful bidder must furnish an approved Performance Security and a Labor & Material Payment Security each in the amount of 100% of the contract.

No bidder may withdraw his bid for at least thirty (30) calendar days after the scheduled time for receipt of bids except as noted in the Instruction to Bidders.

The Owner reserves the right to reject any or all bids and to waive any and all irregularities or informalities and the right to determine what constitutes any and all irregularities or informalities.

DESIGN AND CONSTRUCTION SECTION
DEPARTMENT OF FISH WILDLIFE AND PARKS
STATE OF MONTANA

BID FORM

BEARPAW LAKE FAS FENCE PROJECT 2013

FWP Project # 7113721

Montana Fish, Wildlife & Parks Design and Construction PO Box 200701 600 North Park Avenue Helena, Montana 59620-0701

The undersigned, having familiarized himself with the conditions of the work and the contract documents as prepared by Kevin McDonnell, Design & Construction, Fish Wildlife and Parks, 1522 9th Ave., P.O. Box 200701, Helena, MT 59620, (406) 841-4010, agrees to furnish all labor, materials, equipment, and services necessary to complete all general construction work, as bid herein, for a project entitled <u>BEARPAW LAKE FAS FENCE PROJECT 2013</u> in accordance with the Contract Documents including all Addenda. The bidder agrees to perform all the work described below at the price shown as follows:

BASE BID SCHEDULE 1: NEW FENCE CONSTRUCTION

Item #	Description #	Estimated Quantity	Unit Measure	Unit Cost	Amount
1	Wire Fence Removal	57	Rods		
2	Clearing and Grubbing for New fence Construction	57	Rods		
3	Single Panel Brace	2	Each		
4	16' Wire Gate	1	Each		
5	Double End Panel	2	Each		
6	Three Post Corner	1	Each		
7	Four Wire Fence	57	Rods		

BASE BID SCHEDULE 2: FENCE REPAIR

Item #	Description #	Estimated Quantity	Unit Measure	Unit Cost	Amount
1	Existing Brace Panel Removal	22	Each		
2	Fence Repair	560	Rods		
3	Single Panel Brace	17	Each		
4	16' Wire Gate	5	Each		
5	Double End Panel	4	Each		
6	Three Post Corner	9	Each		
7	Clearing and Grubbing for Fence Repair	560	Rods		

BASE BID(SCHEDULE 1 AND 2):		
AND NO/100 DOLLARS (\$	and No/100).	

This bidder acknowledges receipt of the following addenda:		
Addendum No.	Dated :	
	Company Name:	
	By:	
	Title:	
	Business Address:	
	Telephone Number:	
	Fax Number:	
	E-mail Address:	



DESIGN & CONSTRUCTION SECTION

1522 9th Avenue • P.O. Box 200701 • Helena, Montana 59620-0701

Sample

Phone: 406.841.4000 • Fax: 406.841.4004

STANDARD FORM OF CONTRACT BETWEEN OWNER AND CONTRACTOR FOR CONSTRUCTION FOR WORK UNDER \$25,000

THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO THE UNIFORM ARBITRATION ACT, MCA TITLE 27, CHAPTER 5

This CONTRACT between the CONTRACTOR (as stated herein below) and the STATE OF MONTANA, acting by and through its DIRECTOR, DEPARTMENT OF FISH, WILDLIFE, & PARKS, hereinafter called the OWNER. WITNESSETH, that the Contractor and the Owner for the consideration hereinafter named agree as follows:

ARTICLE 1. SCOPE OF WORK. The Contractor shall perform all the Work as follows (use attachments as necessary):

Bearpaw Lake FAS Fence Project, FWP # 7113721 near Havre, MT

New 4 wire fence construction and four Wire fence repair as per proposal 'Exhibit A' prepared and submitted by Specifications 'Exhibit B', Drawing 'Exhibit C' attached prepared by Montana Fish Wildlife & Parks, Design & Construction Section

ARTICLE 2. TIME OF COMPLETION. The Work to be performed shall commence on a date set forth by the Department in a written" Notice to Proceed" and shall be completed within Thirty (30) calendar days. Because actual damages from a breach of this obligation are different and impractical, the parties agree that it is fair and reasonable to assess liquidated damages. Therefore, the parties agree a breach will result in presumed damages of Fifty And No/100's Dollars (\$50.00) per calendar day past the completion that the work required under this contract runs.

ARTICLE 3. THE CONTRACT SUM. The Owner shall pay the Contractor in current funds for the performance of the Work, subject to additions and deductions by Change Order, the Contract Sum of:

Total Compensation in Alpha & Numeric Notation (\$.00)

ARTICLE 4. PROGRESS PAYMENTS. Should this Contract extend beyond sixty (60) calendar days, the Owner shall make payments on account of the Contract as follows: Ninety-five percent (95%) of the portion of the Contract Sum for labor, materials, and equipment incorporated in the Work and of materials suitably stored at the project site or at some other location agreed upon in writing. The Owner shall make payment within thirty-five (35) calendar days after receipt of Form 101, Periodic Estimate for Partial Payment request, subject to review and approval. The Contractor shall, within seven (7) days following receipt of payment from the Owner, make payment to any Subcontractor(s) and/or Supplier(s), less any retainage as provided between the Contractor and Subcontractor(s) and or Supplier(s).

ARTICLE 5. FINAL PAYMENT. Final payment constituting the entire unpaid balance of the Contract Sum shall be paid by the Owner to the Contractor when: 1) the Work has been completed to the Owner's satisfaction; 2) the Contract has been fully performed; and 3) an Affidavit on Behalf of the Contractor form has been submitted. The Contractor warrants all workmanship and materials for a period of one (1) calendar year from the date of final payment.

ARTICLE 6. VENUE. In the event of litigation or arbitration concerning the Contract, venue shall be the First Judicial District in and for the County of Lewis and Clark, Montana, and the Contract shall be interpreted according to the laws of Montana.

This Contract entered into as of the day and year written: CONTRACTOR: OWNER: STATE OF MONTANA (Company) DEPARTMENT OF FISH WILDLIFE & PARKS DESIGN AND CONSTRUCTION SECTION 600 North Park. P O Box 200701 (Address) Helena MT 59620-0701 (City, State, ZIP) (Signature) For (Director/Administrator/Project Manager) Montana Fish, Wildlife & Parks (Date) (Date) Contractor's Registration Certificate No. Tax ID: _ Incorporated? ___ No _

ARTICLE 7. MISCELLANEOUS. See next page Contract

Please refer to FWP Project #7113721- in all correspondence.

ARTICLE 7. MISCELLANEOUS.

- 1. <u>Taxes/Permits/Fees.</u> The Contractor shall secure and pay for all permits and inspections, give all notices, pay all taxes and fees, and comply with all laws, ordinances, rules, regulations, and lawful orders bearing on the performance of the Work.
- 2. <u>Labor/Materials Equipment</u>. Unless otherwise specified, the Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, temporary construction, and services for the proper execution and completion of the Work. Unless otherwise specified, all material and equipment provided shall be new and in good condition. All workmanship shall be of good quality and in keeping with the standard of the respective trades.
- 3. <u>Hiring Preference and Montana Products Preference</u>. For state construction projects within an Indian reservation, hiring preference will be given to Indian residents of the reservation who have substantially equal qualifications for any position. This preference will apply unless federal law specifically prohibits residency preference.
- 4. <u>Insurance</u>. The Contractor shall maintain for the duration of the Contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the Work by the Contractor, its agents, employees, representatives, assigns, or Subcontractors.
- a. Hold Harmless and Indemnification: the Contractor agrees to protect, defend, and save the State, its elected and appointed officials, agents, and employees harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor, its agents, employees, or any third parties on account of bodily or personal injuries, death, or damage to property arising out of services or Work performed or omissions of work or in any way resulting from the acts, negligent or otherwise, or omissions of the Contractor, its agents, employees, assigns, and/or Subcontractors under this Contract.
- b. Contractor's Insurance required under all sections herein shall be in effect for the duration of the Contract. Insurance required herein shall be provided by insurance policies issued only by insurance companies currently authorized to do business in the State of Montana. No Contractor or Subcontractor shall commence Work under this Contract until all required insurance has been obtained. During the term of this Contract, the Contractor shall, not less than thirty (30) days prior to the expiration date of any policy for which a certificate of insurance is required, deliver to the Owner a certificate of insurance with respect to the renewal insurance policy. The Contractor shall furnish one copy of insurance certificates of insurance herein required, which shall specifically set forth evidence of all coverage required by these Contract documents and which shall be signed by authorized representatives of the insurance company or companies evidencing that insurance as required herein is in force and will not be canceled, limited, or restricted without thirty (30) days' written notice by certified mail to the Contractor and the Owner. The Contractor shall furnish to the Owner copies of any endorsements that are subsequently issued amending coverage or limits. Additionally, all certificates shall include the project name and A/E project number.
- c. The Contractor shall carry **Workers' Compensation Insurance**. Such Workers' Compensation Insurance shall protect the Contractor from claims made by its own employees, the employees of any Subcontractor, and also claims made by anyone directly or indirectly employed by the Contractor or Subcontractor. The Contractor shall require each Subcontractor similarly to provide Workers' Compensation Insurance.
- d. The Contractor shall carry Commercial General Liability Insurance including coverage for premises, operations, independent contractor's protective, products, and completed operations, broad form property damage, and comprehensive automobile liability insurance with not less than the following limits of liability:
 - 1,000,000 per occurrence; aggregate limit of 2,000,000

The Commercial General Liability Insurance and Automobile Liability Insurance shall provide coverage for both bodily injury, including accidental death and property damage which may arise out of the Work under this Contract, or operations incidental thereto, whether such Work and operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by the Contractor or the Subcontractor, or by anyone for whose acts any of them may be liable. The Contractor shall maintain completed operations liability insurance required herein for a period of not less than one (1) year after final payment or anytime the Contractor goes on to the location of the project.

- i. The Contractor's liability insurance policies shall list the STATE OF MONTANA as an additional insured. The STATE OF MONTANA includes its officers, elected and appointed officials, employees and volunteers, and political subdivisions thereof. Should the Contractor not be able list the State as an additional insured, the Contractor shall purchase a per-occurrence Owner's/Contractor's Protective policy with the STATE OF MONTANA as the insured party in the same occurrence and aggregate limits as those indicated above for the Contractor's Commercial General Liability Insurance policy.
- ii. Property damage liability insurance shall be written without any exclusion for injury to or destruction of any building, structure, wires, conduits, pipes, or other property above or below the surface of the ground arising out of the blasting, explosion, pile driving, excavation, filling, grading, or from the moving, shoring, underpinning, raising, or demolition of any building or structure or structural support thereof.
- iii. The Contractor's insurance coverage shall be PRIMARY insurance as respects the State, its officers, elected and appointed officials, employees, and volunteers. Any insurance or self-insurance maintained by the State, its officers, elected and appointed officials, employees, and volunteers shall be excess of the Contractor's insurance and shall not contribute to it.
- 5. <u>Construction Contractor Registration</u>. The Contractor is required to be registered with the Department of Labor & Industry under 39-9-201 and 39-9-204 MCA *before* the Contract is executed by the State of Montana for all projects greater than \$2,500.00, and a copy of the registration certificate must be provided to the Owner.
- 6. <u>Gross Receipts Tax.</u> In compliance with 15-50-206 MCA, the Contractor will have one percent (1%) of its gross receipts withheld by the Owner from all payments due for Contracts greater than \$5,000.00. Each Subcontractor who performs work greater than \$5,000.00 shall have one percent (1%) of its gross receipts withheld by the Contractor. The Contractor shall notify the Department of Revenue on the department's prescribed forms.
- 7. Equal Employment Opportunity. All hiring and other employment practices shall be nondiscriminatory, based on merit and qualifications without regard to race, color, religion, creed, political ideas, sex, age, marital status, physical or mental handicap, or national origin.
- 8. Record Keeping. Payrolls and basic records pertaining to the project shall be kept on a generally recognized accounting basis and shall be available to the Owner, Legislative Auditor, the Legislative Fiscal Analyst, or his authorized representative at mutually convenient times. Accounting records shall be kept by the Contractor for a period of three (3) years after completion and acceptance of the project by the Owner.
- 9. Additional Provisions.
 - i) The Work. The Work to be done under this Contract consists of: Refer to Article 1 for Description Of The Scope Of Work.
 - ii) Lump Sum Project. Compensation for this Contract is a Lump Sum, Fixed Fee amount for all that is necessary to complete the Work. Upon written request by the

Contractor, the Owner will make progress payments to the Contractor upon verification of percentage complete. If there are services required beyond the scope of this Contract, such services shall be negotiated with the Owner. Services beyond the scope of this Contract must be authorized by the Owner prior to performance of such services or they shall be at the Contractor's expense.

iii) Performance, Labor and Material Payment Security. To be checked by Owner: _____ REQUIRED X NOT REQUIRED

If required, the successful bidder shall furnish a Performance Bond <u>and</u> a Labor and Material Payment Bond, each in the amount of 100% of the contract price as security for the faithful performance of his contract (18-2-201, Montana Code Annotated). The bonds shall be executed on forms furnished by the Owner—form 112, Performance Bond; and form 113, Labor and Material Payment Bond—no other forms will be acceptable. The bonds shall be signed in compliance with state statutes (33-17-1111, Montana Code Annotated). The bonds shall be secured from a state licensed bonding company. The successful bidder may, in lieu of a surety bond or bonds, provide securities in an amount equal to the contract price for each bond type required, in accordance with (18-2-201, Montana Code Annotated).

vii) Notification of On-site Operations. The Contractor shall provide a minimum of 12 hours notice to Owner of all times and dates during which Work will be performed at the site. This may be done by written schedules or verbal communication.

viii) LABOR, WAGES, AND MATERIALS

- a. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, permits, licenses, goods, products, equipment, tools, construction equipment and machinery, water, heat, all utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work in accordance with the Contract Documents, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- b. The Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect/Engineer and in accordance with a Change Order. This opportunity to request substitutions does not negate or waive any requirement for the Contractor to follow a pre-bidding "prior approval" requirement nor obligate the Owner to approve any substitution request.
- c. The Contractor shall enforce strict discipline, appropriate behavior, and good order among the Contractor's employees, subcontractors at every tier and level, and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- d. Prevailing Wages and Montana Residents. (IF FEDERAL DAVIS-BACON RATES ARE INCLUDED IN THE CONTRACT DOCUMENTS, THIS PARAGRAPH SHALL BE VOID IN ITS ENTIRETY AND THE CONTRACTOR SHALL COMPLY THE FEDERAL REQUIREMENTS. EXCEPTION: IF THE STATE PREVAILING RATES ARE HIGHER THAN THE FEDERAL, THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL ABIDE BY THE HIGHER RATE SCHEDULE. ALL REPORTING, DOCUMENTATION, ETC. SHALL REMAIN AS PER THE FEDERAL REQUIREMENTS.)
 - i. The Contractor and all subcontractors at any level or tier of the Work shall give preference to the employment of bona fide Montana residents in the performance of the Work and shall pay the standard prevailing rate of wages, including fringe benefits for health and welfare and pension contributions and travel allowance provisions in effect and applicable to the county or locality in which the work is being performed. (18-2-403, MCA)
 - ii. At least 50% of the workers, as defined by the Department of Labor & Industry (DOLI), must be bona fide Montana residents. (18-2-401, 18-2-402, MCA)
 - iii. Indian Employment Preference within the Boundaries of an Indian Reservation. All contractors that are awarded a state agency construction contract within the exterior boundaries of an Indian Reservation shall extend a hiring preference to qualified Indians as provided herein:
 - 1. "State agency" means a department, office, board, bureau, commission, agency, or other instrumentality of the executive or judicial branches of the government of this State. "Indian" means a person who is enrolled or who is a lineal descendent of a person enrolled in an enrollment listing of the Bureau of Indian Affairs or in the enrollment listing of a recognized Indian tribe domiciled in the United States.
 - Qualified Indians Employment Criteria: An Indian shall be qualified for employment in a permanent, temporary, or seasonal position if he or she
 has substantially equal qualifications for any position and resides on the reservation where the construction contract is to be performed.
 - 3. Non-Applicability: The Indian Employment Preference Policy does not apply to a project partially funded with federal-aid money from the United States Department of Transportation or when residency preference laws are specifically prohibited by federal law. It does not apply to independent contractors and their employees, student interns, elected officials, or appointed positions.
 - iv. The Commissioner of The Montana Department of Labor and Industry (DOLI) has established the standard prevailing rate of wages in accordance with 18-2-401 and 18-2-402, MCA. The Commissioner of the Montana DOLI has established the resident requirements in accordance with 18-2-409, MCA. The Contractor and all subcontractors at any level or tier of the Work shall direct any and all questions concerning prevailing wage and Montana resident issues for all aspects of the Work to DOLI.
 - v. The Contractor and all subcontractors at any tier or level of the Work, and as determined by the Montana DOLI, shall classify all workers in the project in accordance with the State of Montana, Prevailing Wage Rates. In the event the Contractor is unable to classify a worker in accordance with these rates he shall contact DOLI for a determination of the classification and the prevailing wage rate to be paid.
 - vi. The Contractor and all subcontractors at any tier or level of the Work shall be responsible for obtaining wage rates for all workers prior to their performing any work on the project. The Contractor is required to pay and insure that its subcontractors at any tier or level and others also pay the prevailing wage determined by the DOLI, insofar as required by Title 18 of the MCA and the pertinent rules and standards of DOLI.
 - vii. It is not the responsibility of the Owner to determine who classifies as a subcontractor, sub-subcontractor, material man, supplier, or any other person involved in any aspect of the Work at any tier or level. All such determinations shall be the sole responsibility of the Contractor, subcontractors, sub-subcontractors, material men, suppliers and others involved in the project at any tier or level. The Contractor, subcontractors, material men, suppliers and others involved in the project shall indemnify and hold harmless the Owner from all claims, attorneys' fees, damages and/or awards involving prevailing wage or Montana resident issues. Any changes to wages or penalties for failure to pay the correct wages will be the sole responsibility of the Contractor and/or his subcontractors and no further charges or claims shall be made to the Owner. If the parties mutually agree or an arbitrator or court determines that any change in wages is due and any part is attributable to the Owner, the Owner's sole liability shall be for the amount of wages ordered only and not for other expenses, charges, penalties, overhead, profit or other mark-ups.
- viii. In accordance with 18-2-422(1) MCA, each job classification's standard prevailing wage rate, including fringe benefits, that the contractors and employers shall pay during construction of the project is included herein by both reference to DOLI's "Building" or 'Heavy/Highway' schedules.
- ix. The Contractor and every employer, including all subcontractors at any tier or level, is required by 18-2-422(2) MCA to maintain payroll records in a manner readily capable of being certified for submission under 18-2-423 MCA, for a period of not less than 3 years after the contractor's, subcontractor's, or employer's completion of work on the project or the Final Acceptance by the Owner, which ever is later.
- x. Each contractor is required by 18-2-422(3) MCA to post in a visible and accessible location a statement of all wages and fringe benefits in compliance with 18-2-423.



P.O. Box 200701 Helena, MT 59620-0701

(406) 841-4003 | Fax: (406) 841-4004

Sample

, 2013

RE: Bearpaw Lake FAS Fence Project, FWP # 7113721

To Whom It May Concern:

Enclosed are two (2) copies of the Standard Form of Contract Between Owner and Contractor For Construction For Work Under \$25,000. Please sign both copies of the Contract and return them to our office within Fifteen calendar days. Please note that in order for our office to issue you a "Notice to Proceed," we also require the following proof of insurance, as stated in the contract:

- A. Worker's Compensation: The Contractor shall maintain and provide proof of Worker's Compensation

 Insurance, unless the contractor can provide proof of exemption from Worker's Compensation, in which case the Contractor is only required to provide proof of exemption from Worker's Compensation. The Contractor shall also provide a current Certificate of Contractor Registration or Independent Contractor's Certificate.
- B. <u>Commercial Liability Coverage</u>: The Contractor shall maintain Commercial General Liability Insurance with \$1,000,000 aggregate limit.
- C. <u>Automobile Liability Insurance</u>: The Contractor shall maintain an Automobile Liability Insurance Policy in accordance with state law.
- D. **Proof of Insurance**: The contractor shall provide proof to the Department that the insurance coverages required by this paragraph are in place. These coverages must be sufficient to insure against the covered perils occurring during the term of this contract, regardless of when a claim is made.
- E. <u>ALL RISK INSURANCE (FOR NEW BUILDING CONSTRUCTION ONLY)</u>: Contractor to provide all risk insurance for the cost of the completed structure.

All insurance certificates <u>must</u> include the <u>project name and FWP number</u>. <u>Montana Fish, Wildlife, & Parks/Design & Construction also needs to be listed as additional insured on the Commercial Liability Certificate</u>. Please make sure your insurance company gets the above information. See specification for complete insurance requirements.

Please feel free to contact me at 841-4001 if you have any questions. Thank you.

Sincerely,

Sue Rice Contracts Manager Montana Fish, Wildlife, & Parks Design & Construction Section

Encl.